

AHMAD KESHAVARZ

Attorney at Law

16 COURT ST., 26TH FLOOR WWW.NEWYORKCONSUMERATTORNEY.COM
BROOKLYN, NY 11241-1026 E-mail: ahmad@NewYorkConsumerAttorney.com

Telephone: (718) 522-7900
Fax: (877) 496-7809

July 29, 2025

VIA ECF

Hon. Jed S. Rakoff
United States Courthouse, Room 1340
Southern District of New York
500 Pearl Street
New York, NY 10007

**Re: Plaintiff's response to Dkt. No. 93, Defendant's Motion for H. Nicholas Goodman & Patrick L. Selvey to Withdraw as Attorney.
*Francois v. Victory Auto Group LLC, et al., 1:22-cv-04447-JSR***

Dear Judge Rakoff:

The undersigned represents Plaintiff in the above-entitled action.

On July 25, 2025 Defendant Spartan Auto Group LLC filed Dkt. No. 93, a Motion for H. Nicholas Goodman & Patrick L. Selvey to Withdraw as Attorney.

Local Civil Rule 1.4(b) states, "All motions to withdraw must be served upon the client and (unless excused by the court) upon all other parties. Proof of such service upon the client shall be filed on the docket in each case where withdrawal is sought."

The Declaration in support of the application, Dkt. No. 93-1 ¶ 7 states, "This motion has been served upon the client..." The "cc:" section of the affirmation, Dkt. No. 93-1 states the application has been sent to:

SPARTAN AUTO GROUP, LLC
c/o Phillip Argyropoulos

Chris Orsaris
4070 Boston Road
Bronx, NY 10475

Plaintiff's only concern is whether Phillip Argyropoulos and Chris Orsaris are the decision makers for the dealership in relation to this lawsuit, and thus "the client" within the meaning of Local Civil Rule 1.4(b). If opposing counsel is making that representation, then Plaintiff has no objection to the withdrawal application as the notice requirement would be satisfied.

Plaintiff notes that Defendant appeared to take a contrary view, during the course of this litigation, of the relationship of the dealership to Phillip Argyropoulos¹ and Chris Orsaris.²

¹ For example, in their summary judgment papers, Defendant represented that Philip Argyropoulos had no ownership interest in Spartan Auto Group, received no compensation from Spartan Auto Group, and has nothing to do with Spartan Auto Group's policies and procedures. Dkt. No. 50 pp. 20-21.

² Various employees and representatives of Defendant testified that Chris Orsaris was "an independent buyer" who did not and does not work at Spartan or its predecessor entities, despite Victory Mitsubishi's agreement with Capital

Respectfully,
/s/
Ahmad Keshavarz

One listing Chris Orsaris, as general manager and general sales manager. (Dkt. No. 53-02, Vallejo Trans. 26:04, 130:05-10; Dkt. No.53-03, Diane Trans. 37:23-38:04, 147:06-08; Dkt. No. 53-3, Stavros Orsaris Trans. 24:23-25:08, 44:14-18; Dkt. No. 53-23 – Capital One Agreement).